

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



----- X
In re:)
LEHMAN BROTHERS HOLDINGS, INC.) Chapter 11
Debtor.) Case No. 08-13555 (JMP)
----- X

NOTICE OF PARTIAL TRANSFER OF CLAIM
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: **BANCA CARIGE SPA ("Transferor")**
Via Cassa di Risparmio, 15
Genova, 16123
Italy
Attn Luca Amelotti

2. Please take notice of the transfer of an undivided interest in the amount of USD 21,867.96 (EUR 15,427.13), of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 (JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 46901 (attached as Exhibit A hereto), to:

BANCA POPOLARE DI SONDRIO S.c.p.A. ("Transferee")
Servizio Finanza – Amministrazione Titoli
Piazza Garibaldi, 16
Sondrio, 23100
Italy
Attn Gerry De Alberti

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee as the address attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

■ **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court
Southern District of New York
Attn: Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408

- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.**
- Refer to **INTERNAL CONTROL NO.** _____ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING WITH RESPECT TO THE TRANSFERRED PORTION.**

CLERK


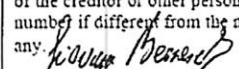
FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on _____, 2011.

INTERNAL CONTROL NO. _____

Copy: (check) Claims Agent _____ Transferee _____ Debtor's Attorney _____

Deputy Clerk

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000046901 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Creditor: Banca CARIGE S.p.A. Via Cassa di Risparmio 15 - 16123 Genova - Italy Notices should be sent at the same address, to the office 903 Finanza Post Trading attention Luca Amelotti +390105792759 Telephone number: finanza.post.trading@carige.it Email Address:		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 50,656,679.27 (see schedule) (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See attached schedule (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See attached schedule (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: Clearstream Bank A/C 13811 (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 26 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 10/22/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim. Attach copy of power of attorney, if any.  Giovanni Berneschi, Chairman of Board of Directors BANCA CARIGE S.p.A. IL PRESIDENTE		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM - CREDITOR: BANCA CARIGE S.P.A. - DEPOSITORY: CLEARSTREAM BANK A/C 13811

ISIN CODE	BLOCKING REFERENCE NUMBER	ORIGINAL CURRENCY	PRINCIPAL AMOUNT IN ORIGINAL CCY	ANNUAL INTEREST RATE (%) *	INTEREST IN ORIGINAL CCY	EXCHANGE RATE *	PRINCIPAL AMOUNT (IN USD)	INTEREST (IN USD)	AMOUNT OF CLAIM (IN USD)
XS0128857413	CA75206	EUR	275.000,00	6,37500	6.087,24	1,4175	389.812,50	8.628,66	398.441,16
XS0162289663	CA75205	EUR	75.000,00	2,00000	820,83	1,4175	106.312,50	1.163,53	107.476,03
XS0163559841	CA75207	EUR	30.000,00	3,83827	578,94	1,4175	42.525,00	820,65	43.345,65
XS0176153350	CA75208	EUR	2.546.000,00	3,06006	72.498,77	1,4175	3.608.955,00	102.767,01	3.711.722,01
XS0178969209	CA75203	EUR	1.476.000,00	3,43846	40.742,31	1,4175	2.092.230,00	57.752,23	2.149.982,23
XS0179304869	CA75209	EUR	430.000,00	5,26800	2.642,78	1,4175	609.525,00	3.746,14	613.271,14
XS0181945972	CA75204	EUR	781.000,00	3,58827	18.760,77	1,4175	1.107.067,50	26.593,39	1.133.660,89
XS0183944643	CA75202	EUR	1.535.000,00	4,75000	48.405,80	1,4175	2.175.862,50	68.615,22	2.244.477,72
XS0185655445	CA75201	EUR	30.000,00	4,56192	752,72	1,4175	42.525,00	1.066,98	43.591,98
XS0186883798	CA75200	USD	65.000,00	-	-	1,0000	65.000,00	-	65.000,00
XS0189294225	CA75198	EUR	62.000,00	4,31915	1.056,27	1,4175	87.885,00	1.497,27	89.382,27
XS0189741001	CA75196	EUR	4.858.000,00	5,31600	48.780,80	1,4175	6.886.215,00	69.146,78	6.955.361,78
XS0193035358	CA75199	EUR	440.000,00	5,21300	1.529,15	1,4175	623.700,00	2.167,57	625.867,57
XS0195431613	CA75197	EUR	1.065.000,00	4,97303	8.974,25	1,4175	1.509.637,50	12.721,00	1.522.358,50
XS0200284247	CA75195	EUR	2.570.000,00	3,05004	76.861,86	1,4175	3.642.975,00	108.951,68	3.751.926,68
XS0202417050	CA75192	EUR	121.000,00	3,00348	3.210,22	1,4175	171.517,50	4.550,49	176.067,99
XS0205185456	CA75194	EUR	473.000,00	5,21800	2.331,00	1,4175	670.477,50	3.304,19	673.781,69
XS0208459023	CA75193	EUR	72.000,00	3,15894	1.611,06	1,4175	102.060,00	2.283,68	104.343,68
XS0210414750	CA75191	GBP	34.000,00	5,00000	1.081,39	1,7877	60.781,80	1.933,20	62.715,00
XS0210782552	CA75190	EUR	163.000,00	3,54000	3.590,35	1,4175	231.052,50	5.089,32	236.141,82
XS0211093041	CA75187	EUR	20.000,00	2,00000	232,22	1,4175	28.350,00	329,18	28.679,18
XS0211814123	CA75189	EUR	1.441.000,00	4,16915	34.878,30	1,4175	2.042.617,50	49.439,99	2.092.057,49
XS0213899510	CA75183	EUR	4.677.000,00	4,00000	96.658,00	1,4175	6.629.647,50	137.012,72	6.766.660,22
XS0220704109	CA75188	EUR	20.000,00	4,59803	235,01	1,4175	28.350,00	333,13	28.683,13
XS0224346592	CA75186	EUR	1.000.000,00	5,20800	7.812,00	1,4175	1.417.500,00	11.073,51	1.428.573,51
XS0229269856	CA75182	EUR	25.000,00	5,12500	1.259,90	1,4175	35.437,50	1.785,90	37.223,40
XS0251416367	CA75185	USD	160.000,00	-	-	1,0000	160.000,00	-	160.000,00
XS0272543900	CA75181	EUR	4.000.000,00	5,16300	28.683,33	1,4175	5.670.000,00	40.658,63	5.710.658,63
XS0282937985	CA75184	EUR	2.100.000,00	5,26800	12.292,00	1,4175	2.976.750,00	17.423,91	2.994.173,91
XS0305646696	CA75180	EUR	7.000,00	-	-	1,4175	9.922,50	-	9.922,50
XS0326006540	CA75179	EUR	4.500.000,00	5,37500	220.375,00	1,4175	6.378.750,00	312.381,56	6.691.131,56
TOTAL AMOUNT OF CLAIM									USD 50,656,679.27

* Interests accrued until September 14th, 2008

* Federal Reserve Exchange Rate of September 15th, 2008


Giovanni Berneschi - Chairman of Board of Directors

BANCA CARIGE S.p.A.
CASSA DI RISPARMIO DI GENOVA E IMPE
IL PRESIDENTE

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANCA CARIGE SPA** ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA POPOLARE DI SONDRIO Scpa**, acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 46901** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

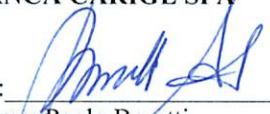
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20 day of September 2013.

BANCA CARIGE SPA

By: 
Name: Paolo Boretti
Title: Chief Operating Officer

Via Cassa di Risparmio 15,
Genova 16123, Italy

Attn: Luca Amelotti
phone 0039 010 5792759
fax 0039 010 5794833
mail finanza.post.trading@carige.it

BANCA POPOLARE DI SONDRIO S.C.p.A.

By: 
Name: Luigi Domenico Vido
Title: Head Office Bank Officer

Piazza Garibaldi 16,
Sondrio 23100, Italy

Attn: Gerry De Alberti
phone 0039 0342 528927
fax 0039 0342 528370
mail gerry.dealberti@popso.it

Schedule 1

Transferred Claims

Purchased Claim

0.5891594% of XS0176153350 = USD 21,867.96 of USD 3,711,722.01 (i.e. the outstanding amount of XS0176153350 as described in the Proof of Claim dated 10/22/09 and filed on 10/26/09),

Which equals 0.0431689% of the Proof of Claim = USD 21,867.96 of USD 50,656,679.27 (the outstanding amount of the Proof of Claim dated 10/22/09 and filed on 10/26/09).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Eur 7,00 Lehman Bros.Hold.Inc. 03-2013	XS0176153350	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 15,000.00 (equivalent to USD 21,262.50)	10/10/2013	EUR 15,427.13 (equivalent to USD 21,867.96)

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BANCA CARIGE SPA

BANCA POPOLARE DI SONDRIO S.c.p.A.

Exhibit C

Address for Notices:

BANCA POPOLARE DI SONDRIO S.c.p.A.
Piazza Garibaldi, 16
Sondrio, 23100
Italy

Attn: Gerry De Alberti – Servizio Finanza / Amministrazione Titoli

UNITED STATES BANKRUPTCY COURT
Southern District of New York
Attn : Clerk of Court
Alexander Hamilton Custom House
One Bowling Green
New York, NY 10004-1408